



Davis
COUNTY

Steve S. Rawlings, CGFM
Clerk/Auditor

Yvonne Christensen
GRAMA Coordinator

Clerk / Auditor

Davis County Courthouse - P.O. Box 618 - Farmington Utah 84025
Telephone: (801) 451-3420 – Fax: (801) 451-3421 – TDD (801) 451-3228

October 1, 2013

MuckRock News
DEPT MR 6792
PO Box 55819
Boston, MA 02205-5819

RE: GRAMA Request for Records

Dear Mr. Purvis:

This letter is in response to your email request for records, dated September 19, 2013. You requested, "A full copy of agreement #2013-18 and all additional documents related to the new surveillance system for the county's golf courses including the scope of work and any diagrams. The contract went to Stanley Convergent Security Solutions."

In researching this request, I determined that Contract #2013-18 is not the agreement specified in your request. The contract between the Davis County Golf Courses and Stanley Convergent Security Solutions is #2013-488. While contracts generally are public records, there are portions of this agreement that are protected and full disclosure of this agreement "would jeopardize the security of governmental property ..." ¹ Accordingly, we have attached a copy of Agreement #2013-488 that has been redacted to protect the security of Davis County property. The enclosed document is the only record in the County's possession that is responsive to your request.

You have requested that the fee be waived. Utah Code Section 63G-2-203(4) provides that, *a governmental entity may fulfill a record request without charge and is encouraged to do so when it determines that: (a) releasing the record primarily benefits the public rather than a person.* In this case, Davis County believes posting this contract on a public website could undermine the security of our facility, and does not benefit the public. However, as the cost of producing this record is minimal, the County has determined to waive the fee in this instance.

You have the right under Section 63G-2-401 of the Utah Code to appeal the denials contained herein to Davis County's Chief Administrative Officer, Commissioner John Petroff Jr., Davis Commission Chairperson, within 30 days of your receipt of the denials contained herein. Your appeal should be addressed to: Commissioner John Petroff Jr., Davis County Commission Chairperson, P.O. Box 618, Farmington, UT 84025.

Sincerely,

/s/ Yvonne Christensen

Davis County Records Supervisor
Enclosure

¹ U.C.A. §63G-2-305(11).

cc: Neal Geddes, Deputy Attorney
Curtis Koch, Chief Deputy Audit/Finance
Mark Langston, Director IT



Security Solutions

Stanley Convergent Security Solutions, Inc.

Customer Installation Agreement

Name: Davis County-Valley View ("Customer")
Address: 2501 East Gentile, Layton, UT 84040
Customer Contact: Mike Pace
Premise Contact:
Date: 9/10/2013

2013-488

Stanley Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project: Davis County Valley View Golf Camera
Transaction Type: Add/Upgrade
System Information: Integrated Solution
Expected approximate date of commencement of project: October 4, 2013
Expected approximate date of completion of project: October 14, 2013

Customer to Provide

| | | |
|--|---------------------------------------|--|
| 120 vac Power Outlets | All Conduit w/ Pull Strings | All Patching & Painting |
| Payment for Permits & Fees | Lighting Conditions for CCTV | Payment for Plan Submittals |
| Static IP address for equipment | PC Hardware for Access Control System | Fiber optic cable, connectors, and Insta |
| On Site Printer for BA / FA System | Network Connectivity | Access to Device Locations |
| Any Add'l Devices Req'd by Local AHJ | RJ31x Phone Jacks or dedicated lines | Add'l Wireless Receivers Req'd by Const |
| Aux'ry relays for Fire / sup'ory Devices | Secured storage of on-site equipment | Electric Locking Hardware |
| Door Hardware | Local Printer(s) | Network rack space |
| PC Client(s) hardware | PC Server(s) hardware | Roof penetrations |
| Scissor or boom lift | UPS | Wire, Cable, and Installation |

Equipment

| Quantity | Part Number | Description |
|----------|-----------------|-------------|
| 1 | 1C-HD-NVMS-ENT | |
| 1 | 10-H3-D1-IR | |
| 1 | 18C-HD-NVMS-ENT | |
| 1 | 5.0-H3-B01-IR | |
| 1 | 2.0W-H3-B01-IR | |

Equipment Notes

Theory of Operation

Davis County Valley View Video cameras



Security Solutions

Stanley Convergent Security Solutions, Inc.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter automatically renew as set forth in the Agreement.

Transaction Information: Add/Upgrade

Warranty Duration: 90 Days

Escalation Information: 9% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Prices do not include taxes

Total Installation Price*: \$12,251.86

Up-front Deposit*:

Progress Payments*:

Balance Due Upon

Completion*:

Monthly Service Charges

Total Monthly Fee*: \$0.00

Payment Frequency: Monthly in Advance

Terms and Conditions

WARRANTY

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 Days from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

- (1) Worker's Compensation Insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability Insurance with limits of \$1,000,000 for each accident/disease.
- (2) Comprehensive Auto Liability Insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 for each occurrence for bodily injury, including death, to any one person and \$500,000 for each occurrence of property damage.

License Information: AL 12-445; 12-017; 12-1372; 12-1376; A-0333; A-0331; AR 23010 0017; Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, 91 State Police Plaza Dr, Little Rock, AR 72202 601-816-6609 AZ REG-234176; GA AR06950; 825019; 07-010; All company operators are bonded and regulated by the Bureau of Security & Investigations Services, Div. of Consumer Affairs, Sacramento, CA 95814; DE FAL-0501; 04-158; FL EF20003195; IF0091117; EP9602812; EF0002772; GA LVU06030; KY 316; IL 177,001374; 121,000130; LA F476; F1147; F1877; IIA 3518 0; MD 107-1717; Maryland State Police, Training Division, 1111 Rockledge Rd, Pikesville, MD 21204; MI 6103320; 2301204172; MI 1501204; 19507-SC; MI FPL-001132; NY 0011024; F402; F401; NY 1200283102; NJ 348F00017202; 770 3185-CSA; 29055-EP-LV; OH 63 60-1812; OX 163; OR 141547; RD OAC6501; FAO 3337 Flw; TN 1416; 1461; 1542; 1414; 1182; 1852; 1446; 65312; TX ACR03039; 091140; ECR-1821; UT 6703066 6501; VA 11-6181; 2105-041235A; Commonwealth of Virginia, Dept of Criminal Justice Services, 802 East Broad Street, 22d FL, Richmond, VA 23218; WA STARC00012302; WY LV-Q-23310 CANADA (Q-N-346) NBQ 2729-6699-9-61 REY (2013.02.11) Q-0946350

STANLEY Security Solutions Stanley Convergent Security Solutions, Inc.

- (3) Comprehensive General Liability, including contractual liability, insurance providing coverage of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (4) Umbrella/Excess Insurance with coverage of \$1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
- (5) SCSS will name Contractor and the Owner, if required by the contract documents, as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
- (6) SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Contractor.

INDEMNIFICATION:

SCSS will hold Owner, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Owner's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences there from that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will Contractor, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

Stanley Convergent Security Solutions, Inc.

Security Representative(Sign)
David Figge
Security Representative(Print)

Customer: Davis County-Valley View

Customer (Sign)
John Petroff, Jr
Customer (Print)

Stanley Authorized Manager (Sign)

Dwight Cunningham

Stanley Authorized Manager (Print)

D. Co. Commission Chair 9/17/13
Title Date

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

| Billing Addresses: | Installation Invoices | Recurring Services Invoices | Time & Material Invoices |
|-------------------------------|-----------------------|-----------------------------|--------------------------|
| Street Address: | | | |
| City | | | |
| State/Province | | | |
| Country | | | |
| Zip/Postal Code | | | |
| Attention | | | |
| Billing Contact | | | |
| Billing Phone | | | |
| Billing ID | | | |
| Special Handling Required | N | N | N |
| Notes for Special Handling | | | |
| PO # | | | |

[illegible]

ATTEST:

Steve S. Rawlings
Davis County Clerk/Auditor